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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

13 _____
14 JAMES R. GLIDEWELL DENTAL
CERAMICS, INC. DBA
15 GLIDEWELL LABORATORIES, a
California corporation,

16 Plaintiff

17 vs.

18 KEATING DENTAL ARTS, INC., a
19 California corporation,

20 Defendant.
21 _____

Case No. SACV11-01309-DOC(ANx)

**JOINT STIPULATION FOR
PROTECTIVE ORDER AND
[PROPOSED] ORDER**

22
23 IT IS HEREBY ORDERED that the terms and conditions of this
24 Protective Order shall govern the handling of all documents and information
25 exchanged by the parties in this action.

26 **1. PURPOSE AND LIMITATIONS.** The parties acknowledge
27 that each possesses, controls, or has in its custody certain non-public
28

1 information that constitutes confidential, proprietary, or private information
2 for which special protection from public disclosure and from use for any
3 purpose other than this litigation is warranted. The parties acknowledge that
4 this Order does not confer blanket protections on all disclosures or responses
5 to discovery and that the protection this Order affords extends only to the
6 limited information or items that are entitled under the applicable legal
7 principles to treatment as confidential. The parties further acknowledge that
8 this Order creates no entitlement to file confidential information under seal
9 and that Local Civil Rule 79-5 sets forth the procedures that must be followed
10 and reflects the standards that will be applied when a party seeks permission
11 from the court to file material under seal. The parties agree to cooperate for
12 the purpose of limiting – to the extent possible – the need to file materials
13 under seal.

14 **2. DEFINITIONS.**

15 **2.1.** The term “Action” means this case no. SACV11-01309-
16 DOC(ANx) and any subsequent adjudication of the claims asserted herein by
17 and among any of the parties to this case, including but not limited to requests
18 to enforce or challenge any award entered or any appeals or retrials.

19 **2.2.** The term “Designating Party” means a party or non-party
20 that designates any Disclosure in this Action as “Confidential” or “Attorneys’
21 Eyes Only.”

22 **2.3.** The term “Disclosure” means any item, document, or
23 information, regardless of the medium or manner generated, stored, or
24 maintained (including, among other things, testimony, transcripts, and tangible
25 things) that is produced, made available for inspection, or generated in
26 response to discovery or through any other means of disclosure in this Action
27 other than at court proceedings.
28

1 **2.4.** The term “In-House Counsel” means any attorney who is
2 an employee of a party, or of an entity under common control of a party, who
3 is responsible for managing litigation for that party.

4 **2.5.** The term “Outside Counsel” means any attorney who is not
5 an employee of a party, or of an entity under common control of a party, but
6 who is retained to represent or advise a party in this Action.

7 **2.6.** The term “Producing Party” means a party or non-party
8 that produces a Disclosure in this Action.

9 **2.7.** The term “Professional Vendor” means a person or entity
10 that provides litigation support services (e.g., photocopying; videotaping;
11 translating; preparing exhibits or demonstrations; organizing, storing, or
12 retrieving data in any form; trial or jury consulting; etc.) and employees and
13 subcontractors thereof.

14 **2.8.** The term “Protected Information” means any Disclosure
15 that is designated as “Confidential” or “Attorneys’ Eyes Only.”

16 **2.9.** The term “Receiving Party” means a party that receives
17 Disclosure from a Producing Party.

18 **3. SCOPE.** The protections conferred by this Order cover all
19 Protected Information; any information copied or extracted therefrom; all
20 copies, excerpts, summaries, and compilations thereof; and all testimony,
21 conversations, and presentations by the parties or their counsel that might
22 reveal Protected Information other than at court proceedings.

23 **4. DURATION.** This Order shall survive the termination of this
24 Action and shall remain in full force and effect unless modified by an Order of
25 this Court or other court of competent jurisdiction or by the written stipulation
26 of the parties filed with this Court.

1 **5. DESIGNATING PROTECTED INFORMATION.**

2 **5.1. “Confidential” Designation.** Any party (including any
3 third party who is producing documents or information in the Action) may
4 designate as “Confidential” and subject to this Protective Order any Disclosure
5 or portion thereof that the party believes in good faith to contain trade secrets;
6 competitively sensitive technical, marketing, financial, sales, or other
7 proprietary or confidential business information; private or confidential
8 personal information; or information received in confidence from a third party.

9 **5.2. “Attorneys’ Eyes Only” Designation.** A party (including
10 any third party who is producing documents or information in the Action) may
11 designate as “Attorneys’ Eyes Only” and subject to this Protective Order any
12 Disclosure or portion thereof that the party believes in good faith to contain
13 highly sensitive business or personal information, the disclosure of which is
14 likely to cause significant harm to an individual or to the business or
15 competitive position of the party.

16 **5.3. Exercise of Restraint and Care in Designating Protected**
17 **Information.** A Designating Party must take care to designate as Protected
18 Information only those parts of Disclosures that qualify so that other portions
19 of the Disclosures for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order. Mass, indiscriminate, or
21 routinized designations are prohibited. Designations that are shown to be
22 clearly unjustified or that have been made for an improper purpose (e.g., to
23 unnecessarily encumber or retard the case development process, or to impose
24 unnecessary expenses and burdens on other parties) may expose the
25 Designating Party to sanctions if such improper designations are not
26 reasonably withdrawn or corrected upon request by the Receiving Party. If
27 after designating a Disclosure as Protected Information the Designating Party
28 believes that such Disclosure does not qualify for the level of protection

1 asserted, the Designating Party shall promptly notify all other parties and
2 correct the mistaken designation.

3 **5.4. Timing of Designations.** Except as otherwise provided in
4 this paragraph, a Producing Party shall designate any Disclosure that qualifies
5 for protection under this Order at or before such time that the Disclosure is
6 produced or disclosed to a Receiving Party. A Producing Party that makes
7 original documents or materials available for inspection need not designate
8 them for protection until after the Receiving Party has indicated which
9 material it would like copied and produced. During the inspection and before
10 the designation, all of the material made available for inspection shall be
11 treated as having “Attorneys’ Eyes Only” designation. After the Receiving
12 Party has identified the Disclosure it wants copied and produced, the
13 Producing Party must determine which Disclosure or portions thereof qualify
14 for protection under this Order, and, before producing the specified
15 Disclosure, the Producing Party shall affix the appropriate legend of
16 “Confidential” or “Attorneys’ Eyes Only” in the manner provided in this
17 section.

18 **5.5. Manner of Designations.** Disclosing Parties shall
19 designate Protected Information as “Confidential” or “Attorneys’ Eyes Only”
20 as follows:

21 **5.5.1. Documents.** In the case of documents produced in
22 response to requests for production, interrogatories, requests for admission, or
23 otherwise disclosed during discovery or the course of this Action, designation
24 shall be made by placing on every page containing Protected Information the
25 legend “Confidential” or “Attorneys’ Eyes Only” as applicable. The foregoing
26 shall not preclude the inclusion of additional text in the legend, such as
27 “Subject to Protective Order” or other similar designation. The “Confidential”
28 and “Attorneys’ Eyes Only” designations shall be deemed to apply to the

documents themselves and to information contained therein. If only a portion of the material on a page qualifies for protection, the Designating Party shall clearly identify the protected portion (e.g., by making appropriate markings in the margins) and shall specify, for each such portion, the level of protection being asserted (i.e., “Confidential” or “Attorneys’ Eyes Only”).

5.5.2. Depositions. Testimony taken at a deposition, may be designated as “Confidential” or “Attorneys’ Eyes Only” by the Designating Party identifying on the record, before the close of the deposition, all protected Disclosure and further specifying any portions of the testimony that qualify as “Confidential” or “Attorneys’ Eyes Only.” When it is impractical to identify separately each portion of testimony that is entitled to protection, and when it appears that substantial portions of the testimony may qualify for protection, the Designating Party may invoke on the record, before the conclusion of the deposition, a right to have up to fourteen days to review the transcript and identify the specific portions of the testimony as to which protection is sought and to specify the level of protection being asserted (i.e., “Confidential” or “Attorneys’ Eyes Only”). Arrangements shall be made with the court reporter taking and transcribing such deposition, to separately bind such portions of the transcript containing Protected Information and to label such portions with the appropriate legend of “Confidential” or “Attorneys’ Eyes Only” as instructed by the Designating Party.

5.5.3. Non-Paper Media. For Disclosure produced in some form other than documentary, and for any other tangible items, the Designating Party shall affix in a prominent place on the exterior of such non-paper media the legend “Confidential” or “Attorneys’ Eyes Only” as applicable. If only portions of such non-paper Disclosure warrant protection, the Designating Party shall, to the extent practicable, identify the protected portions, specifying whether they qualify as “Confidential” or “Attorneys’

1 Eyes Only.” In the event a Receiving Party generates any hard copy
 2 reproduction of such non-paper media Disclosure, such Receiving Party shall
 3 mark and treat such hard copy with the appropriate legend(s) as set forth for
 4 documents in section 5.5.1 above.

5 **5.6. Failures to Designate; No Waiver.** The parties shall take
 6 reasonable precautions and use best efforts to protect against the improper or
 7 unauthorized disclosure of Protected Information. Disclosure of Protected
 8 Information that should have been designated as such (or designated at a
 9 higher level of protection) shall not be deemed a waiver of a party’s claim of
 10 confidentiality, either as to the specific Disclosure or as to any other
 11 information concerning the same or related subject matter. Such disclosure
 12 may be rectified by written notice to all Receiving Parties promptly after the
 13 disclosing party learns of such disclosure of Protected Information. Such
 14 written notice shall constitute a designation of the Disclosure as
 15 “Confidential” or “Attorneys’ Eyes Only” Protected Information as the case
 16 may be, and the Receiving Party shall make reasonable efforts to ensure that
 17 the material is treated in accordance with the provisions of this Order.

18 **6. ACCESS TO PROTECTED INFORMATION.**

19 **6.1. Access to “Attorneys’ Eyes Only” Information.** Absent
 20 written permission from the Designating Party or an Order from this Court and
 21 unless otherwise provided in this Order, Disclosure designated “Attorneys’
 22 Eyes Only” shall be used solely for the purpose of this Action and may be
 23 disclosed only to the following persons:

24 **6.1.1.** Outside Counsel in this Action and all attorneys,
 25 paralegals, and administrative and clerical employees of the law firm of such
 26 Outside Counsel;

27 **6.1.2.** experts and consultants who are assisting Outside
 28 Counsel in the preparation for any deposition, hearing, trial, or other

1 proceeding in this Action and who agree to be bound by the terms of this
 2 Order by executing the “Agreement to Be Bound by Protective Order”
 3 (Exhibit A);

4 **6.1.3.** the Court and its personnel;

5 **6.1.4.** any court reporter, videographer, or interpreter
 6 transcribing, recording, or interpreting testimony that includes Protected
 7 Information;

8 **6.1.5.** any person identified by the Designating Party or on
 9 the face of a protected Disclosure as an author, recipient, or authorized
 10 custodian of the Disclosure or the Protected Information contained therein;

11 **6.1.6.** Professional Vendors hired by and under the control
 12 and supervision of Outside Counsel and necessary to assist Outside Counsel in
 13 preparation for trial or in fulfilling a party’s discovery obligations, provided
 14 that each such service contractor agrees to be bound by the terms of this Order
 15 by executing the “Agreement to Be Bound by Protective Order” (Exhibit A);
 16 and

17 **6.1.7.** any other person agreed upon by the parties in
 18 writing or as Ordered by the Court, provided that each such person agrees to
 19 be bound by the terms of this Order by executing the “Agreement to Be Bound
 20 by Protective Order” (Exhibit A).

21 **6.2. Access to “Confidential” Information.** Absent written
 22 permission from the Designating Party or an Order from this Court and unless
 23 otherwise provided in this Order, Disclosure designated “Confidential” shall
 24 be used solely for the purpose of this Action and may be disclosed only to the
 25 following persons:

26 **6.2.1.** any person having access to “Attorneys’ Eyes Only”
 27 information as provided in section 6.1 above;

28

1 **6.2.2.** current employees (including independent
2 contractors whose primary job is to work at the Receiving Party's office or
3 facility), In-House Counsel, officers, and directors of a party to this Action to
4 whom Outside Counsel believes disclosure to be reasonably necessary for this
5 Action and who agree to be bound by the terms of this Order by executing the
6 "Agreement to Be Bound by Protective Order" (Exhibit A);

7 **6.2.3.** former employees (including independent
8 contractors whose primary job is to work at the Receiving Party's office or
9 facility), In-House Counsel, officers, and directors of a party to this Action to
10 whom Outside Counsel believes disclosure to be reasonably necessary for this
11 Action and who agree to be bound by the terms of this Order by executing the
12 "Agreement to Be Bound by Protective Order" (Exhibit A);

13 **6.2.4.** during their depositions, witnesses in the Action to
14 whom Outside Counsel believes disclosure to be reasonably necessary and
15 who agree to be bound by the terms of this Order by executing the
16 "Agreement to Be Bound by Protective Order" (Exhibit A);

17 **6.2.5.** any person who is a superior to any person identified
18 by the Designating Party or on the face of a protected Disclosure as an author,
19 recipient, or authorized custodian of the Disclosure or the Protected
20 Information contained therein and who agree to be bound by the terms of this
21 Order by executing the "Agreement to Be Bound by Protective Order"
22 (Exhibit A);

23 **6.2.6.** representatives of any insurer that may provide
24 coverage to any party for any of the claims asserted in this Action and who
25 agree to be bound by the terms of this Order by executing the "Agreement to
26 Be Bound by Protective Order" (Exhibit A); and

27 **6.2.7.** any other person agreed upon by the parties in
28 writing or as Ordered by the Court, provided that each such person agrees to

1 be bound by the terms of this Order by executing the “Agreement to Be Bound
2 by Protective Order” (Exhibit A).

3 **6.3. Storage and Copies of Protected Information.** The
4 recipient of any Protected Information shall maintain such Protected
5 Information in a secure and safe area and shall exercise the same standard of
6 due care with respect to the storage, custody, use, or dissemination of such
7 Protected Information as is exercised by the recipient with respect to its own
8 proprietary information. Protected Information shall not be copied,
9 reproduced, summarized, or abstracted except to the extent that such copying,
10 reproduction, summarization, or abstraction is reasonably necessary for the
11 conduct of this Action. Any such copies, reproductions, summaries, and
12 abstracts shall be subject to the terms of this Order and labeled in the same
13 manner as the Protected Information upon which they are based. This
14 provision shall not apply to the Court or court personnel.

15 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**
16 A party shall not be obligated to challenge the propriety of a “Confidential” or
17 “Attorneys’ Eyes Only” designation at the time made, and failure to do so
18 shall not preclude a subsequent challenge thereto during the pendency of this
19 Action. In the event that any party to this Action disagrees with such
20 designation, such party may provide to the Designating Party written notice of
21 its disagreement with the designation. The parties shall first try to resolve
22 such dispute in good faith on an informal basis. If the dispute cannot be
23 resolved, the party challenging the designation may request appropriate relief
24 from the Court in accordance with Local Rules 37-1 and 37-2 (including the
25 Joint Stipulation requirement). The Designating Party carries the burden of
26 proving that it properly designated the subject Disclosure as “Confidential” or
27 “Attorneys’ Eyes Only.” Any challenged designation remains in force until
28

1 the propriety of such designation has been determined, either by agreement of
2 the parties or by Order of the Court, as provided herein.

3 **8. FILING UNDER SEAL.** In accordance with Local Rule 79-5.1,
4 if any papers to be filed with the Court contain information and/or documents
5 that have been designated as “Confidential” or “Attorneys’ Eyes Only,” the
6 proposed filing shall be accompanied by an application to file the papers or the
7 portion thereof containing the designated information or documents (if such
8 portion is segregable) and if appropriate, the application itself under seal; and
9 the application shall be directed to the judge to whom the papers are directed.
10 For motions, the parties shall publicly file a redacted version of the motion and
11 supporting papers.

12 **9. NO APPLICATION TO PUBLIC OR OTHERWISE**
13 **AVAILABLE INFORMATION.** Notwithstanding the designation of any
14 Disclosure as “Confidential” or “Attorneys’ Eyes Only,” the same shall not be
15 deemed Protected Information and shall not be subject to this Order if the
16 substance thereof:

17 **9.1.** is, at the time of disclosure by the Disclosing Party, public
18 knowledge by publication or otherwise;

19 **9.2.** becomes, at any time and through no act or failure to act on
20 the part of the Receiving Party and without breach of any obligation of
21 confidence, public knowledge;

22 **9.3.** has previously been disclosed in public by the Disclosing
23 Party to the Receiving Party or any third party without any obligation of
24 confidence to the Disclosing Party;

25 **9.4.** has been made available to the Receiving Party by a third
26 person who obtained it by legal means and without any obligation of
27 confidence to the Disclosing Party;
28

1 **9.5.** was previously known to the Receiving Party and can be
 2 demonstrated by written documents to have been in the Receiving Party's
 3 possession prior to the disclosure by the Producing Party; or

4 **9.6.** is independently developed or discoverable by employees
 5 or consultants of the Receiving Party who did not have access to such
 6 Protected Information.

7 **10. USE OF PROTECTED INFORMATION LIMITED TO**
 8 **THIS ACTION.** The Receiving Party may use Protected Information only
 9 for the purpose of conducting this Action and not for any business or other
 10 purpose whatsoever, unless agreed to in writing by the Producing Party. No
 11 Protected Information or the contents thereof may be disclosed to or used with
 12 any representatives, agent, attorney, or employee of the Receiving Party,
 13 except as provided herein. Nothing contained in this Order shall preclude a
 14 Disclosing Party from using or disseminating its own Protected Information.

15 **11. THIRD PARTY PROTECTED INFORMATION.** Any party
 16 disclosing documents or information in this litigation within thirty (30) days
 17 after receipt of a Disclosure from any third party in this Action, any party to
 18 this Action may designate any portion of such Disclosure as "Confidential" or
 19 "Attorneys' Eyes Only" under this Order if such Disclosure has not otherwise
 20 been so designated by the third party.

21 **12. INADVERTENT DISCLOSURE.** If a Receiving Party
 22 discloses Protected Information through inadvertence or otherwise to any
 23 person or party not authorized under this Protective Order, the Receiving Party
 24 shall immediately notify the Disclosing Party of the disclosure, and the
 25 Receiving Party shall use its best efforts to promptly retrieve all copies of any
 26 Disclosure containing such Protected Information and to bind such person to
 27 the terms of this Protective Order, including cooperating in obtaining an order
 28 of the Court to remedy the inadvertent disclosure, if necessary. The Receiving

1 Party also shall: (a) promptly inform such unauthorized person of all the
 2 provisions of this Protective Order, including providing such person with a
 3 copy of this Order; (b) identify such person immediately to the Disclosing
 4 Party and inform the Disclosing Party of all pertinent facts relating to the
 5 inadvertent disclosure; and (c) request that such unauthorized person sign the
 6 “Agreement to Be Bound by Protective Order” (Exhibit A).

7 **13. USE OF OWN INFORMATION ALLOWED.** Nothing in this
 8 Order shall prevent any Designating Party to the Action from disclosing or
 9 using, in any manner or for any purpose, information or documents from that
 10 Designating Party’s own files that the party itself has designated as
 11 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

12 **14. EXCLUSION OF INDIVIDUALS FROM DEPOSITIONS.**
 13 Counsel for a Designating Party shall have the right to exclude from oral
 14 depositions any person not authorized to access Protected Information as set
 15 forth in section 6 above. Such right of exclusion shall be applicable only
 16 during periods of examination or testimony directed to or comprising
 17 Protected Information of the Designating Party.

18 **15. CONCLUSION OF LITIGATION.** Within sixty (60) days of
 19 the termination of all of this Action, whether through settlement or final
 20 judgment (including any and all appeals therefrom), each Receiving Party
 21 shall, at the option of the Disclosing Party, either return to the Designating
 22 Party or destroy all Protected Information produced by the Designating Party.
 23 The parties shall be permitted to retain copies of work product that
 24 incorporates, describes, or refers to Protected Information subject to the terms
 25 and conditions of this Order. Outside Counsel for each party shall be entitled
 26 to retain all pleadings, motion papers, legal memoranda, correspondence, work
 27 product, trial transcripts, and trial exhibits. This provision shall not apply to
 28 the Court or court personnel.

1 **16. VIOLATIONS OF PROTECTIVE ORDER.** In the event that
2 any person or party violates or threatens to violate the terms of this Order, the
3 aggrieved Disclosing Party may immediately apply to obtain injunctive relief
4 against such person or party violating or threatening to violate this Order. The
5 parties and any other person subject to the terms of this Order agree that this
6 Court shall retain jurisdiction over it and them for the purpose of enforcing
7 this Order.

8 **17. REQUIRED DISCLOSURES.** If Protected Information is
9 requested from any Receiving Party by a court, government entity, or third
10 party pursuant to a valid subpoena or other court order, the party receiving
11 such request shall immediately notify the other parties to this Action in writing
12 and provide them a reasonable time in which to object or take steps to protect
13 their interests before any Protected Information is produced. Nothing
14 contained in this Protective Order is intended to be construed as authorizing a
15 party to disobey a lawful subpoena issued in another action.

16 **18. ALL RIGHTS RESERVED.** Any party to this Action may
17 apply to the Court at any time for a modification of or an exception to this
18 Order. Such application may be made only after reasonable attempts have
19 been made to meet and confer with counsel for all other parties to this Action,
20 and all parties shall have a full and fair opportunity to be heard by the Court
21 before modification of or exception to this Order.

22 **19. NO WAIVER OF ATTORNEY-CLIENT PRIVILEGE OR**
23 **WORK-PRODUCT PROTECTION.** If information is produced in
24 discovery that is subject to a claim of privilege or protection as trial
25 preparation material, the party making the claim may notify any party that
26 received the information of the claim and the basis for it. After being notified,
27 a party must promptly return, sequester, or destroy the specified information
28 and any copies it has; must not use or disclose the information until the claim

1 is resolved; must take reasonable steps to retrieve the information if the party
2 disclosed it before being notified; and may promptly present the information
3 to the court under seal for a determination of the claim. The producing party
4 must preserve the information until the claim is resolved. Any disclosure or
5 production in discovery in this Action of documents that are protected by the
6 attorney-client privilege or subject to work-product protection will not
7 constitute a waiver of either any available privilege or protection by the
8 disclosing party as a consequence of such disclosure or production. This
9 provision does not, however, prevent a party from raising some other basis as
10 establishing that the Producing Party has otherwise waived the attorney-client
11 privilege or work product protection as to the materials produced, or that such
12 privilege or protection does not apply to the materials produced.

13 **20. TREATMENT OF DRAFT EXPERT REPORTS.** The parties
14 agree that work-product protection applies to protect drafts of any report or
15 disclosure required under Rule 26(a), regardless of the form in which the draft
16 is recorded. The following three categories of information, however, remain
17 discoverable: (a) compensation paid to an expert; (b) the facts and data an
18 expert considered in forming his or her opinions, including facts and data
19 provided by an attorney to an expert; and (c) assumptions relied upon by an
20 expert in forming his or her opinions, including assumptions provided to an
21 expert by an attorney.

22 **21. NO WAIVER OF OBJECTIONS, PRIVILEGES.** Nothing
23 contained in this Order shall affect or waive any party's right to object to the
24 admissibility, discoverability, or privileged or exempted nature of any
25 Disclosure, all such objections and exemptions being specifically preserved.

26 **22. MODIFICATION OR EXCEPTION UPON WRITTEN**
27 **AGREEMENT.** The parties may agree in writing to reasonable
28 modifications of or exceptions to this Order; however, no modification or

1 exception by the parties shall have the force or effect of a Court Order unless
2 the Court endorses such modification or exception.

3 **23. HEADINGS.** The headings herein are provided only for the
4 convenience of the parties and are not intended to define or limit the scope of
5 the express terms of this Order.

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7 ///

8 ///

9 ///

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11
12
13 DATED: January 11, 2012 By: /s/ Leonard Tachner
14 Leonard Tachner
15 Attorney for Plaintiff
16

17 DATED: January 11, 2012 By: /s/ J. Mark Holland
18 J. Mark Holland & Associates
19 Attorney for Defendant
20
21

22 PURSUANT TO STIPULATION, IT IS SO ORDERED.
23

24 DATED: _____, 2012

25 _____
26 HON. DAVID O. CARTER
27 UNITED STATES DISTRICT JUDGE
28

EXHIBIT A**AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

I, _____, hereby acknowledge that I have received a copy of the Protective Order entered in this action (Case No. SACV 11-01309-DOC(ANx) by the United States District Court for the Central District of California (hereinafter the “Protective Order”) and further state and agree to the following:

1. I have either read and understood the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

2. I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

3. If I receive documents or information designated as “Confidential” or “Attorneys’ Eyes Only” (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

4. I agree to hold in confidence and not further disclose or use for any purpose other than as expressly permitted by the Protective Order any documents or information disclosed to me pursuant to the terms of the Protective Order.

5. I hereby submit myself to the jurisdiction of the United States District Court for the Central District of California for resolution of any matter or dispute pertaining to the Protective Order and my receipt of information or documents pursuant to the Protective Order.

Date: _____ Signature: _____

Name: _____

Address: _____